



Division of Public Works
1000 South Houser St.
Muscatine, IA 52761

Recycling Center and Transfer Station

Phone (563) 263-9689

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MEMORANDUM

To: Mayor and City Council Members

Cc: Gregg Mandsager, City Administrator

From: Laura Liegois, Solid Waste Manager

Date: June 2, 2014

Re: Request to extend agreement with City Carton Recycling for Services

Recycling Center
Transfer Station
Landfill Operations
Refuse Collection

Introduction:

The current contract ends with City Carton Recycling for recycling services at the Muscatine Recycling Center and Transfer Station on June 30, 2014. Staff has contacted City Carton to extend the contract for another five years for recycling services.

Background:

The City of Muscatine and City Carton have had a good working relationship in providing recycling services for the facility of the Recycling Center and Transfer Station since 1995. Staff have discussed in detail with City Carton to renew the service agreement with them. This agreement consists of a monthly payment that is fixed at \$1,750.00 a month, which will be paid by City Carton to the City of Muscatine for use of our facilities. The agreement also has that after the first year, an increase will be added by the percentage of the lesser municipal index or 3%, to the base fee of \$1,750.00 for each following year on July 1st.

All other services will stay the same in this agreement, with only the monthly payment be a fixed payment each month, instead of payment on the amount of tonnage bailed at the facility.

Recommendation for approval of the agreement between City Carton Recycling and the City of Muscatine:

Staff recommends that the contract be renewed with City Carton Recycling for recycling services from 2014-2019. There has been a good working relationship between City Carton Recycling and the City of Muscatine to provide services in our facility for the past 19 years.

If you have any questions in regards to the following request for renewal of this agreement, please let me know.

Muscatine Recycling Center and Transfer Station Recycling Service Agreement

THIS AGREEMENT made and entered into this 5th day of June, 2014 by and between City Carton Company Inc. (CCC), 3 East Benton Street, Iowa City, Iowa 52240 and the City of Muscatine, Iowa (City), 215 Sycamore Street Muscatine, Iowa 52761.

WHEREAS, City desires to provide a recycling program for the City of Muscatine and Muscatine at the Solid Waste Transfer Station and Recycling Facility located Muscatine, Iowa (Recycling Facility) and would like to continue the working partnership with CCC in the recycling operations that have been in place since 1995.

WHEREAS, the City and CCC have reached agreement as to the terms and condition of such contractual recycling services.

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follow:

1. CCC agrees to operate the public drop- off program at the Recycling Facility at Muscatine, Iowa including the processing necessary to meet market specifications, the marketing of all recyclables on site and handling all recyclables delivered to the site with CCC furnishing the equipment for processing and material handling of the recyclable operations. CCC further agrees to furnish all equipment and supplies needed to operate an onsite office in the Recycling Facility. CCC shall remove the recyclables on a regular basis so as not to accumulate large quantities in the assigned area at the Recycling Facility.
2. CCC and City agree the payment by CCC to the City for providing recyclable materials and the facility to process those recyclables shall be as follows:

CCC provides all the labor and equipment to operate the Recycling Center. In return for use of the 10,000 sq. ft. recycling area, scale and scale attendant, utilities, landfill costs, and other facilities, CCC will compensate the City for use of their facility and for recycling accepted by a monthly payment of **\$1,750.00** a month. An annual increase or decrease will be assessed on July 1st, for the following 12 months based upon the lesser of Municipal Cost Index or 3%. Rents will be paid net 30 days from the last day of the month.
3. The term of this agreement begins on July1, 2014 and continuing through June 30, 2019.
4. CCC agrees that it will operate the drop- off facility daily, which is Monday – Friday of each week, except City recognized holidays, during the term of this Agreement. City Carton has the right to determine due to weather or other circumstances to inform the Solid Waste Manager of the need to be closed.
5. CCC agrees to provide the City with a certificate of insurance with coverage and qualifications in compliance with the provisions of the Request for Proposal above identified and a copy of which is hereto attached.
6. CCC and City agree that should either party default in its performance of this agreement, each shall be liable to the other for any costs incurred by the default, including by not limited to securing alternate contractual recycling services, reasonable attorney's fees and cost which might be incurred by reason thereof.

7. City represents that it has not contracted with any other party concerning the contractual recycling services as above provided and the CCC has the exclusive rights to perform this agreement for recycling services at the Muscatine Recycling Center and Transfer Station.
8. The representative for CCC is Daryl Russ, Vice President, Operations and the representative for the City is Laura Liegois, Solid Waste Manager. CCC and the City agree to notify the other in writing of any change in the designation of its representative.
9. CCC shall comply with all federal, state, and local environmental, zoning, health, safety, building, refuse, and litter regulations.
10. CCC shall not be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to weather, strikes, riots, fires, and acts of God.
11. CCC agrees to indemnify and hold harmless the City, its employees, agents and city council from all liability arising from the services performed by CCC and its employees or agents, including court costs, attorney's fees, costs of defense, settlement, and any judgment rendered.
12. Time is of the essence of each provision in the Agreement and this document forms the complete agreement between the parties and any other arrangements or representations, written or oral, are hereby rescinded and replaced by this Agreement. This Agreement shall be governed by the laws of the State of Iowa.

In WITNESS WHEREOF the parties have executed this Agreement in duplicate on the date first written.

City Carton Company, Inc.

City of Muscatine, Iowa

By: _____
Daryl Russ,
Vice President, Operations
City Carton Company, Inc

By: _____
DeWayne Hopkins, Mayor

Attest: _____
Gregg Mandsager,
City Administrator